

CITY OF BRUNSWICK, MD

PROCUREMENT & CONTRACTING

One West Potomac St
Brunswick, MD 21716

Bid # 2021-01

SPORTS COMPLEX SITE FILL DIRT

BRUNSWICK, MARYLAND

MANDATORY PRE-BID: 2/17/21 @ 1PM @ SPORTS COMPLEX

BIDS DUE: 3/9/21 @ 4PM

BID OPENING: 3/9/21 @ 6PM

Buyer: City of Brunswick

Carrie Myers

Phone: 301-834-7500

assistant@brunswickmd.gov

1. **LOCATION OF WORK:**

210 13th Ave
Brunswick, Maryland.

2. **SCOPE OF WORK:**

Incorporated herein by attachment

3. **WORK RESTRICTIONS:** If possible, roadway is to remain open and contractor may work between the hours of 7am to 6pm. All road closures must be coordinated with the City.

4. **DISPOSAL OF EXCESS MATERIALS:** All excess materials furnished for or remaining as a result of the work shall be loaded, hauled and disposed of offsite by the contractor.

5. **COMPLIANCE WITH LAWS:** The Contractor hereby represents and warrants that it:

5.1 Is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.

5.2 Is not in arrears with respect to the payment of any monies due and owing the City or Frederick County, including but not limited to the payment of taxes and employee benefits, and that it shall not become in arrears during the term of the contract.

5.3 Shall comply with all federal, state, and local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under the contract.

5.4 Shall procure at its expense all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the contract.

5.5 Agrees the facts and matters set forth hereafter in the contract and made a part hereof are true and correct.

6. **HOLD HARMLESS/INDEMNIFICATION:** The Contractor shall indemnify and hold the City of Brunswick harmless from and against all liability and expenses, including reasonable attorney's fees, howsoever arising or incurred, alleging damage to property or injury to or death of any person arising out of or attributable to the Contractor's performance of the contract awarded, provided that the Contractor shall not be responsible for acts of negligence or willful misconduct committed by the City, its employees, agents and officials.

7. **TERMINATION:**

7.1 Termination for Convenience: The performance of work under this contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the City determines that such termination is in the best interest of the City. The City will pay all reasonable costs associated with this contract that the contractor has incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

7.2 Termination for Default: If the Contractor fails to fulfill its obligation under this contract properly and on time or otherwise violates any provision of the contract the City may terminate the contract by written notice to the Contractor. The notice will specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor will at the City's option become the City's property. The City shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the

damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the City can affirmatively collect damages.

8. **NON-ASSIGNMENT OF CONTRACT:** Neither the City nor the Contractor shall assign, sublet, or transfer its interest or obligations under the resulting contract to any third party without the written consent of the other. Nothing here shall be construed to create any personal or individual liability upon any employee, officer, or elected official of the City, nor shall the resulting contract be construed to create any rights hereunder in any person or entity other than the parties to this contract.
9. **PUBLIC INFORMATION/PROPRIETARY/CONFIDENTIAL INFORMATION:** The City operates under the Public Information Act which permits access to most records and documents. Bids will be available for public inspection after the award announcement, except to the extent that a Contractor designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the bid to facilitate public inspection of the non-confidential portion of the proposal. A Contractor's designation of material as confidential will not necessarily be conclusive and the Contractor may be required to provide justification that such material should not be disclosed on a request under the Maryland Access to Public Records Act, State Government Article, Sections 10-611 through 10-628, of the Annotated Code of Maryland.
10. **SITE CONDITIONS:** The execution of this contract shall be considered representation that the Contractor has carefully investigated all conditions which affect or may at some future date affect the performance of the work or services covered by the solicitation the entire area to be serviced as described in the solicitation. The Contractor is fully informed concerning the conditions to be encountered, character, quality and quantity of work to be performed, and equipment and materials to be furnished. The Contractor shall also be familiar with all Federal, State, and City laws, all codes and ordinances of the City which in any way affect the performance of the work or persons engaged or employed in the work or the materials and equipment used in the work.
11. **TRAFFIC MAINTENANCE:** During all operations, the contractor shall be solely responsible for providing adequate advance warning to the traveling public both vehicular and pedestrian, on, along, or through work areas for all equipment engaged in the operations for the duration of the project contract work. If possible, the contractor will be required to cooperate with the owners of the properties and provide continuous access to all existing private and commercial establishments; insofar as possible while work is in progress. If possible, traffic shall remain open through work area.
 - 11.1 If traffic is required to be detoured around the work area the Contractor shall at least **5** working days prior to start of the work submit a Traffic Control Plan. This will be directed to the Director of Public Works who will forward the Plan to the Chief of Police for approval.
 - 11.2 Existing access to public, private and commercial properties shall be maintained.
 - 11.3 All traffic control devices, methods and materials used shall conform to the applicable specifications of the latest edition of the MUTCD. Temporary traffic signs and all associated hardware, fittings, posts, brackets and incidentals shall be removed from the project site when no longer needed and become the property of the contractor.
 - 11.4 Signs shall be new or in like-new condition. Signs that become faded, illegible, or damaged shall be replaced as directed by the City.
12. **WARRANTY:** The Contractor warrants the items and services furnished to be of the highest quality, complying with the specifications and free from all defects whatsoever in workmanship and materials for a period of **one year** from the date of delivery. Replacements and repairs under this warranty are to be made by the Contractor at no cost and to the satisfaction of the City. The Contractor shall perform all repairs with certified personnel. The materials supplied by the Contractor shall carry the manufacturer's standard new material warranty.

13. **AWARD NOTIFICATION:**

This contract serves as the award notification. Contractor will be required to return an Insurance Certificate (if applicable) naming the **Mayor and Council, City of Brunswick, Maryland**, as an additional insured and the executed Agreement.

14. **TAX EXEMPTION:** City of Brunswick is exempt from all local, state, and federal taxes, and prices stipulated by the Contractor are considered maximum and are not subject to increase due to any taxes, or any other reason.

15. **INSURANCE REQUIREMENTS:** The Contractor shall purchase and maintain during the entire term of the contract, including any renewals thereof, the following policies of insurance acceptable to the City.

15.1 Auto Liability coverage with minimum limits of:

\$1,000,000 Combined Single Limit or \$1,000,000 each person:
\$1,000,000 each Accident, \$1,000,000 Property Damage

15.2 Workers' Compensation coverage with minimum statutory limits:

Employer's Liability coverage of:

Minimum limits of \$100,000 per Accident, \$100,000 per Employee; and
\$500,000 per Policy.

15.3 General Liability coverage with minimum limits of:

1,000,000 per Occurrence; \$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate

15.4 General Liability must cover Premises, Operations, and Products/Completed Operations.

General Liability policy (and any applicable Excess) must include **CITY OF BRUNSWICK, MARYLAND** as an Additional Insured without abbreviations. Additional Insured wording **MUST** be accompanied by the corresponding endorsements.

Blanket endorsements are acceptable. Additional Insured status must include Premises/Operations and Products/Completed Operations and must be maintained for a minimum of 3 years after completion of contract or tail coverage must be purchased.

The Certificate Holder must be:

City of Brunswick, Maryland

One West Potomac St.

Brunswick, Maryland 21716

16. **ACKNOWLEDGMENT:** The Contractor shall include a signed acknowledgment that all terms and conditions of the offer may, at the City's option, be made applicable to any contract issued as a result of this solicitation. Proposals that do not include such acknowledgment may be rejected. Executing and returning this acknowledgment will satisfy this requirement:

The undersigned agrees that all terms and conditions of this solicitation and offer may, at the City's sole discretion, be made applicable to any contract as a result of this agreement.

SIGNATURE**:_____ DATE:_____

PRINTED NAME:_____ TITLE:_____

CONTACT EMAIL ADDRESS:_____

*** Signature shall be made by authorized signatory, officer or partner. The signing of this Acknowledgment shall represent that the person signing is authorized to commit the Contractor into a legal, binding contract. The City reserves the right to require documentation to verify signatory status.*

17. **COMPANY INFORMATION:** The undersigned agrees to furnish and deliver the above services in accordance with the specifications issued for same, the subject to all terms, conditions, and requirements in the solicitation, and in the various solicitation documents:

LEGAL BUSINESS NAME: _____

FEDERAL TAX ID NO. /SOCIAL SECURITY NO.: _____

ADDRESS: _____

City State Zip Code

PHONE: _____ EMAIL: _____

REPRESENTATIVE'S NAME: _____ PHONE: _____

PRINTED NAME OF COMPANY SIGNATORY: _____

PAYMENT TERMS: _____

THIS IS A CONTRACT EXECUTION PAGE.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST: **CITY OF BRUNSWICK, Maryland**
A body corporate and politic of the State of Maryland

By: _____
David B. Dunn, City Administrator, City of Brunswick, MD

CONTRACTOR:

Contractor Name: _____ Tel: _____

Contractor Address: _____ Fax: _____

Contractor Address _____ Email: _____

Check one: ☐ Individual
☐ Partnership
☐ Corporation

Name of Contractor Representative:

By: _____
Signature, Authorized Representative
(Notarized)

Name: _____ Title: _____

Address: _____

State of: _____ City of: _____

On _____ before me, _____

personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

Notary Signature: _____

Notary Seal:

Request for Quote

Request for Quote to load, haul and final grade approximately 6000 to 8000 cu yds. of soil from Frederick County Othello Regional Park (1901 A Jefferson Pike) to Brunswick Sports Complex at 210 13th Ave. See attached map as the access to the site will be from Rt. 79 Petersville Road through the farm field to the stockpile just west of the farm house. The overall distance is approximately 3.7 miles.

No equipment or trucks shall access Othello Park off Jefferson Pike or any of the internal road network of the park.

Provide a stabilized construction entrance with 6" depth of 2"-3" stone aggregate 50' length from edge of existing paving into the field 10' wide drive isle with 30' wide entrance at paving edge tapering back to drive isle. Once the hauling is complete removal of the stabilized construction entrance will be required and return road edge to natural condition.

Cost _____

Provide total estimated days to complete _____ Days

Provide loader at stockpile to load trucks _____ Cost per day _____

At Othello Park _____ Total _____

Provide Dozer and Roller at Sports Complex to grade and compact

Cost per day Dozer _____

Cost per day Roller _____

Total Dozer _____

Total Roller _____

Provide cost for 10 cu yd. load _____ per load cost _____

Provide silt fence below stock pile at Othello Park to protect stream as needed field verification will be needed for exact length _____ Cost per foot _____

Total length _____

Seed and stabilize stockpile area after soil removed and remove silt fence. Cost _____

Areas outlined in red on the attached plan (areas to be graded) should be graded to 1' +/- from finished grade. Provide a 20' transition area of from existing paving to the graded surface. Consider existing paved areas as final grade.

Areas not to be paved on the attached plan to be compacted and prepared for temporary seed and straw or matting as need and seeded and stabilized. Include all SWM devices.

Total Cost _____

Any street or road clean-up on Rt. 79 Petersville Road or Thirteenth Ave. will be Contractors responsibility.